

**A RESOLUTION AUTHORIZING THE SALE OF CERTAIN PUBLIC PROPERTY  
AND THE ACQUISITION OF CERTAIN PRIVATE PROPERTY**

**WHEREAS**, the Board of County Commissioners of Calvert County, Maryland ("Board of County Commissioners") is the owner of real properties located at the address commonly known as 170 Armory Rd., Prince Frederick, MD 20678, and 435 N. Solomons Island Rd., Prince Frederick, MD 20678, as identified in Exhibit A as Parcels 715 and 477, attached hereto and incorporated herein (the "County Property");

**WHEREAS**, Fox Run Professional Center LLC is the owner of certain property located at the address commonly known as Parcel 769, Steeple Chase Dr., Prince Frederick, MD 20678, as identified in Exhibit A as Parcel 769, attached hereto and incorporated herein (the "Private Property");

**WHEREAS**, Code of Public Local Laws of Maryland, Article 5, (Calvert County), Title 6, §6-104, authorizes and empowers the Board of County Commissioners of Calvert County to, notwithstanding any other law, grant and convey any county interest in real property other than by formal bidding procedures provided that certain conditions are met;

**WHEREAS**, two appraisals of the County Property were obtained, and the highest appraisal valued the County Property at Three Million Eight Hundred Seventy-One Thousand Four Hundred Dollars (\$3,871,400.00);

**WHEREAS**, the Calvert County Department of Economic Development has advised that the transfer of the County Property pursuant to Code of Public Local Laws of Maryland, Article 5, (Calvert County), Title 6, §6-104 to the development team of Armory Square LLC, Fox Run Professional Center LLC, Generation Properties LLC, and Westmoreland Partners, LLC, who have a proven, successful track record and a local focus of development projects in Southern Maryland, with the concurrent acquisition of the Private Property, is appropriate because it will provide the County a planned bus transfer location previously approved by the Maryland Department of Transportation on the Private Property, and will:

1. Generate one-time revenue of Three Million Eight Hundred Seventy-One Thousand Four Hundred Dollars (\$3,871,400.00) from the sale of the County Property; and
2. Upon development in accordance with the 2013 Charrette and applicable land use laws and regulations will:
  - a. Generate approximately 125,500 new square foot of commercial space (including approximately 51,000 sq. ft. medical office);
  - b. Generate approximately 450 new jobs for the County (200 of them in a targeted industry - healthcare industry); and
  - c. Generate property taxes of approximately \$325,000 annually.

**WHEREAS**, requisite information concerning the proposed transfer of the County Property was published in two newspapers within the County in accordance with Code of Public Local Laws of Maryland, Article 5, (Calvert County), Title 6, §6-104;

Being re-recorded to correct Resolution number. @

**WHEREAS**, based upon the premises set forth herein, the Board of County Commissioners finds and determines that it is in the best interests of the County and its residents to sell the County Property and acquire the Private Property in accordance with Code of Public Local Laws of Maryland, Article 5, (Calvert County), Title 6, §6-104 and the Purchase and Sale Agreement attached hereto as Exhibit B, which is incorporated herein and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Calvert County, Maryland that, based upon the premises set forth herein, the Board of County Commissioners finds and determines that it is in the best interests of the County and its residents to sell the County Property and acquire the Private Property in accordance with Code of Public Local Laws of Maryland, Article 5, (Calvert County), Title 6, §6-104 and the Purchase and Sale Agreement attached hereto as Exhibit B, which is incorporated herein and made a part hereof;

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of Calvert County, Maryland that the President of the Board is hereby authorized and directed to execute the Purchase and Sale Agreement attached hereto as Exhibit B, which is incorporated herein and made a part hereof.

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of Calvert County, Maryland that, in the event any portion of this Resolution is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Board of County Commissioners to sever only the invalid portion or provision, and that the remainder of the Resolution shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Resolution, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in enacting this Resolution; and

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of Calvert County, Maryland that this Resolution shall take effect upon recordation.

**DONE**, this 10<sup>th</sup> day of March, 2020, by the Board of County Commissioners of Calvert County, Maryland, sitting in regular session.

Aye: 5  
Nay: 0  
Absent/Abstain: 0

[Signatures on Following Page]



DK0060PG0352

DK0060PG0116

Resolution No. <sup>04-20</sup>  
~~02-20~~

Subject: Transfer and Acquisition of Certain Real Property

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ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF CALVERT COUNTY, MARYLAND**

Karen S. Phelps  
Karen Snyder Phelps, Clerk

Kelly D. McConkey  
Kelly D. McConkey, President

Mike Hart  
Mike Hart, Vice-President

Approved for form and legal sufficiency  
by:

Earl F. Hance  
Earl F. Hance

John B. Norris, III  
John B. Norris, III, County Attorney

Thomas E. Hutchins  
Thomas E. Hutchins

Steven R. Weems  
Steven R. Weems

Received for Record March 11, 2020  
at 11:36 o'clock 9 M. Same day  
recorded in Liber KPS No. 60  
Folio 114 COUNTY COMMISSIONERS  
ORDINANCES AND RESOLUTION.

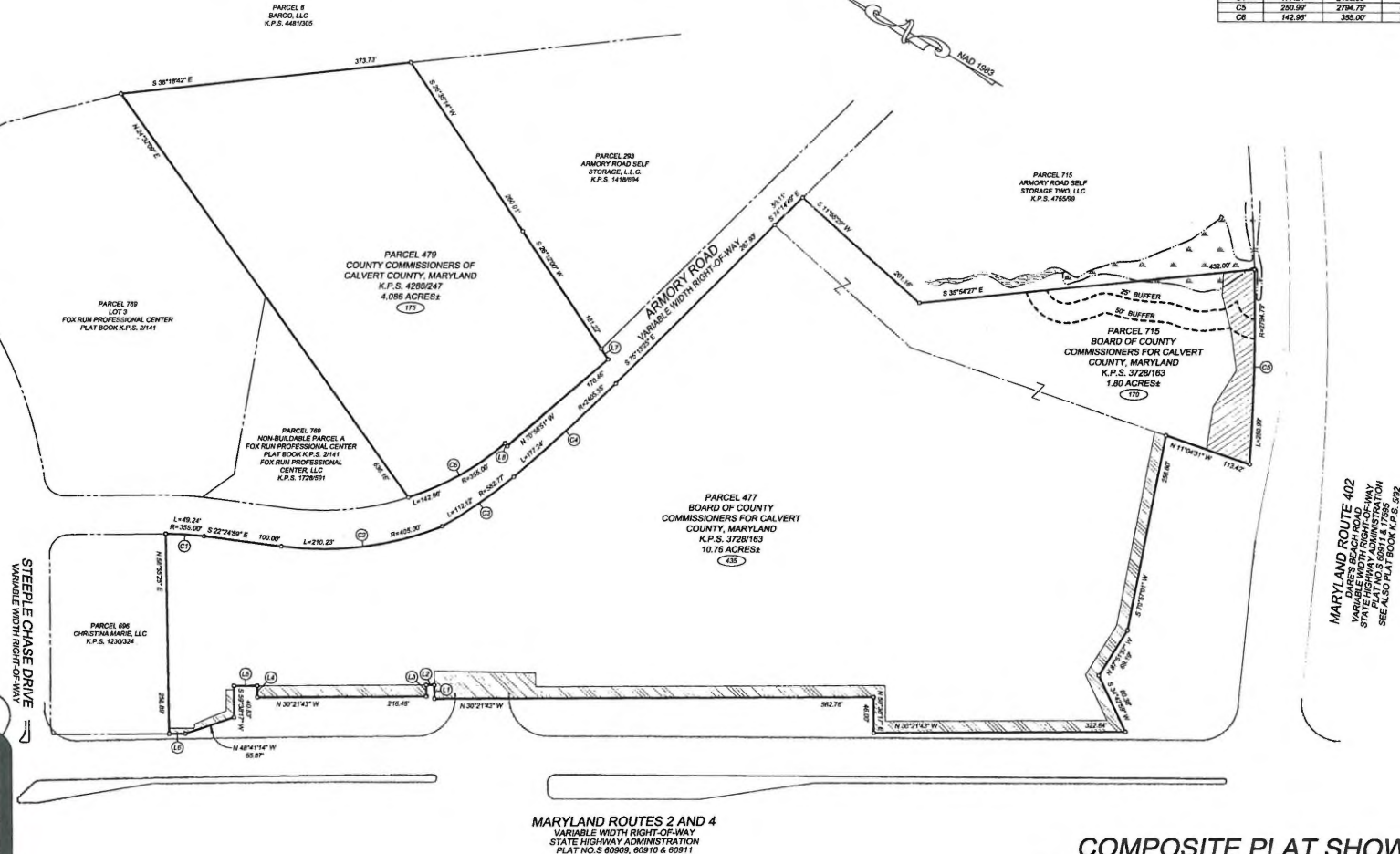
Garry P. Smith

Received for Record May 21, 2020  
at 4:00 o'clock P M. Same day  
recorded in Liber KPS No. 60  
Folio 350 COUNTY COMMISSIONERS  
ORDINANCES AND RESOLUTION.

Garry P. Smith

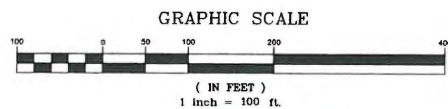
CURVE DATA						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	49.24'	355.00'	07°56'49"	24.86'	S 28°23'23" E	49.20'
C2	210.23'	455.00'	29°44'29"	107.54'	S 37°17'14" E	207.88'
C3	115.15'	582.71'	11°01'04"	58.57'	S 65°02'15" E	111.89'
C4	177.24'	2405.35'	04°13'19"	88.86'	S 72°39'35" E	177.20'
C5	250.99'	2784.73'	05°08'44"	125.58'	S 81°16'41" W	250.91'
C6	142.98'	355.00'	23°04'00"	72.46'	N 59°28'45" W	142.00'

COURSES AND DISTANCES		
COURSE	BEARING	DISTANCE
L1	N 59°38'17" E	16.60'
L2	N 30°21'43" W	10.41'
L3	S 59°38'08" W	19.00'
L4	N 59°38'12" E	15.99'
L5	N 30°21'43" W	30.12'
L6	N 30°23'04" W	24.07'
L7	S 26°12'00" W	16.18'
L8	N 18°59'07" E	4.89'



**COMPOSITE PLAT SHOWING  
PARCELS 477, PART OF 715 AND 479  
THE PROPERTY OF  
THE BOARD OF COUNTY COMMISSIONERS  
OF CALVERT COUNTY, MARYLAND  
LOCATED IN PRINCE FREDERICK  
SECOND DISTRICT, CALVERT COUNTY, MARYLAND**

- LEGEND**
- SHA TEMPORARY EASEMENT AREA (PLAT NO.S 60909, 60910 & 60911)
  - EXISTING SHA EASEMENT AREA (PLAT NO. 17595 & PLAT BOOK K.P.S. 592)
  - PROPERTY ADDRESS
  - TRACT LINE
  - NON-TIDAL WETLANDS
  - NON-TIDAL WETLANDS BUFFER
  - WATERS OF THE U.S.



- NOTES**
- 1) THE BOUNDARY LINES AND ADMEASURES OF PARCELS 477 AND 715 SHOWN HEREON ARE DERIVED FROM DEEDS AND PLATS OF RECORD AND ARE SUBJECT TO A FIELD SURVEY. THE BOUNDARY LINES OF PARCEL 479 ARE FROM A PREVIOUS FIELD SURVEY BY COLLINSON, OLIFF & ASSOCIATES, INC. DATED JULY 2018.
  - 2) THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT.
  - 3) THIS PLAT IS A "SPECIAL PURPOSE SURVEY" PER SECTION 09.13.08.10 OF COMAR REGULATIONS.
  - 4) THE BEARINGS SHOWN HEREON ARE REFERENCED TO NAD 1983 AS TAKEN FROM STATE HIGHWAY ADMINISTRATION PLAT NO.S 60909, 60910 AND 60911.
  - 5) THIS PLAT IS NOT A BOUNDARY SURVEY AND DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS DEFINED BY COMAR REGULATIONS.

LICENSE EXP. _____ DATE _____		COLLINSON, OLIFF & ASSOCIATES, INC. Surveying • Engineering Land Planning • Environmental 110 MAIN STREET PRINCE FREDERICK, MARYLAND 20678 410-535-3101 • 301-855-1599 • FAX 410-535-3103		DATE JULY 2019	SCALE 1" = 100'
		JOB NO. 1-13179	DRAWN BY SH		
		FLDR REF. TM 24 G 4	APPROVED JO		
		DATE _____	REVISION _____		



**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 2020 (the "Effective Date") by and between **Armory Square LLC**, a Maryland limited liability company, its successors, and assigns ("Armory Square"), **Fox Run Professional Center LLC**, a Maryland limited liability company, its successors, and assigns ("Fox Run") and the **County Commissioners of Calvert County, Maryland**, a body corporate and politic ("County Commissioners"). For purposes of this Agreement, Armory Square and Fox Run shall jointly be deemed a "party" and County Commissioners shall be deemed the other party, and together they shall be deemed the "parties".

WHEREAS, Fox Run owns that property commonly located on Steeple Chase Drive, parcel "A" Prince Frederick, Maryland as more specifically described as "**Contract Exhibit A-Legal Description**", which together with all of Fox Run's right, title and interest, to any lands underlying any adjacent streets or roads, together with all easements, estates, rights, privileges, rights-of-way, riparian and other water rights, TDRs, buildings, structures, improvements, fixtures, equipment, building systems, electrical systems and equipment, plumbing systems and equipment, doors, awnings, and other personal property attached or appurtenant to the property and appurtenances pertaining to or accruing to the benefit of the property, is hereinafter referred to as the "Fox Run Property";

WHEREAS, County Commissioners owns those parcels described as Parcel 477 and Parcel 715 on the "Composite Plat Showing Parcels 477 and Part of 715" attached hereto as **Exhibit B**, which together with all of County Commissioners' right, title and interest, to any lands underlying any adjacent streets or roads, together with all easements, estates, rights, privileges, rights-of-way, riparian and other water rights, TDRs, buildings, structures, improvements, fixtures, equipment, building systems, electrical systems and equipment, plumbing systems and equipment, doors, awnings, and other personal property attached or appurtenant to the property and appurtenances pertaining to or accruing to the benefit of the property, is hereinafter referred to as the "County Commissioners Property";

WHEREAS, Fox Run and County Commissioners entered into that Purchase and Sale Agreement dated July 30, 2018 for the purchase and sale of the Fox Run Property (the "Prior Fox Run Property Contract"). The Prior Fox Run Property Contract was terminated without County Commissioners purchasing the Fox Run Property;

WHEREAS, Westmoreland Partners, LLC, Generation Properties LLC and County Commissioners entered into that Exclusive Negotiating Rights Agreement dated July 22, 2019 (the "ENRA"). Pursuant to the ENRA, Westmoreland Partners, LLC and Generation Properties LLC deposited with County Commissioners a Good Faith Deposit of Fifty Thousand Dollars (\$50,000.00) (the "ENRA Deposit"). The ENRA has terminated in accordance with its terms but the County Commissioners is still holding the ENRA Deposit;

WHEREAS, County Commissioners desires to sell to Armory Square and Armory Square desires to purchase from County Commissioners the County Commissioners Property and contemporaneously therewith, and as part consideration for the purchase of the County Commissioners Property, Fox Run intends to convey to the County Commissioners the Fox Run Property;



In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. **PURCHASE AND SALE.**

- A. County Commissioners agrees to sell and convey to Armory Square, and Armory Square agrees to purchase from County Commissioners, the County Commissioners Property.
- B. Contemporaneously with the conveyance of the County Commissioners Property from County Commissioners to Armory Square, and as part consideration for the sale of the County Commissioners Property, Fox Run agrees to sell and convey to County Commissioners, and County Commissioners agrees to purchase from Fox Run, the Fox Run Property.

2. **PURCHASE PRICE FOR COUNTY COMMISSIONER PROPERTY.**

- A. The purchase price (the "Purchase Price") to be paid by Armory Square to County Commissioners for the County Commissioners Property shall be Three Million Eight Hundred Seventy-One Thousand Four Hundred Dollars (\$3,871,400.00). The Purchase Price shall be paid as follows:
  - i. The ENRA Deposit currently held by County Commissioners shall be deemed the initial earnest money deposit pursuant to this Agreement (the "Deposit"). Westmoreland Partners, LLC and Generation Properties LLC assign their right, title and interest in the ENRA Deposit to Armory Square and Armory Square acknowledges receipt of such interest. County Commissioners hereby release the ENRA Deposit from the ENRA and agree that the ENRA Deposit shall be deemed the Deposit pursuant to this Agreement. Westmoreland Partners, LLC and Generation Properties LLC consent to the use of the ENRA Deposit as the Deposit pursuant to this Agreement. The ENRA Deposit, as the Deposit hereunder, shall be credited to the Purchase Price at Closing and shall be held subject to the provisions of Section 6.C below.
  - ii. Provided that this Agreement is not terminated prior to the expiration of the Inspections Period, then within five (5) business days of the expiration of the Inspections Period, Armory Road shall deposit with Escrow Agent by wire transfer an additional earnest money deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) (the "Additional Deposit"). Once deposited with Escrow Agent, the Additional Deposit shall be deemed part of the Deposit and shall be credited to the Purchase Price at Closing.
  - iii. The sum of Two Hundred Twenty Five Thousand Six Hundred Seventy One Dollars (\$225,671.00), which represents the fair market value of the Fox Run Property, shall be deemed credited to the Purchase Price at Closing.
  - iv. The balance of the Purchase Price shall be paid by Armory Square by wire transfer in accordance with County Commissioners' instructions at Closing.

3. **PURCHASE PRICE FOR FOX RUN PROPERTY.** The conveyance of the County Commissioners Property to Armory Square shall be deemed payment in full for the purchase of the Fox Run Property from Fox Run.

4. **DEPOSIT ESCROW/ESCROW AGENT.** The following shall apply with respect to the Deposit made pursuant to this Agreement:

- A. Armory Square, Fox Run and County Commissioners hereby designate Blue Crab Title & Escrow, LLC, 22738 Maple Road, Suite 210A, Lexington Park, Maryland 20653 Attn: Michele A. Snyder,



micheles@bluecrabtitle.com, Ph: 301 862-5417 (the "Escrow Agent") to receive and hold, subject to the provisions of this subsection, the Additional Deposit, which Additional Deposit shall be held in an non-interest bearing account at a bank designated by Escrow Agent.

- B. At the time of Closing (as defined in Section 13 below), Escrow Agent shall release the Additional Deposit and shall credit the Deposit against the Purchase Price in accordance with the terms and conditions of this Agreement.
  - C. On receipt by Escrow Agent of a statement executed by one of the parties herein (or their respective successors or/and assigns) requesting the Additional Deposit be disbursed to them in accordance with the provisions of this Agreement, Escrow Agent shall, within two (2) business days, deliver a copy of said statement to the other party and return said Additional Deposit to the party requesting return of said Additional Deposit on the fifth (5th) business day after receipt by Escrow Agent of said statement unless Escrow Agent, prior to such return, receives from the other party a statement contesting the accuracy of the requesting party's statement and demanding retention of said Additional Deposit by Escrow Agent. On receipt of such a statement demanding retention, Escrow Agent shall then release the Additional Deposit only on receipt of a statement executed by both parties directing the release of the Additional Deposit.
  - D. Escrow Agent shall also release the Additional Deposit on receipt of a statement executed by one party directing payment of the Additional Deposit to the other party.
  - E. Notwithstanding anything herein to the contrary, Escrow Agent may at any time and with notice to the parties, surrender the Additional Deposit to the Circuit Court of Maryland for Calvert County for such disposition as may be directed by such court.
  - F. Upon delivery of the Additional Deposit to either party or a court of competent jurisdiction under and pursuant to the provisions of this subsection, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to, or arising out of, the Additional Deposit and any and all of its obligations arising therefrom.
  - G. Escrow Agent, in connection with its performance in such capacity, shall not be liable to either party except with respect to actions arising out of gross negligence or willful disregard of Escrow Agent's obligations hereunder. In addition, it is agreed that any and all escrow deposits whether of the Additional Deposit hereunder or for any other purpose thereafter paid hereunder to the Escrow Agent, are being made for the accommodation of the parties hereto and Escrow Agent shall be deemed to be a stakeholder only. In the event any litigation should arise between the parties to this Agreement concerning the Additional Deposit or any other escrow deposit, then the Parties hereto do severally and jointly agree to indemnify and save harmless Escrow Agent from the payment of any costs or any other expense that may be involved in said litigation, except those relating to gross negligence or willful misconduct. The provisions of this subsection shall survive the Closing and delivery of the deeds hereunder.
  - H. In the event of termination of this Agreement for any reason other than a default of this Agreement by Armory Road or Fox Run, the Deposit shall be refunded to Armory Road.
5. **TITLE TO PROPERTIES.**
- A. Fox Run and County Commissioners shall transfer good, marketable, merchantable, insurable, and recordable title to their Fox Run Property and County Commissioners Property (severally a "Property" and jointly the "Properties") by Special Warranty Deed with covenants of further



assurances (severally a "Deed" and jointly the "Deeds"), subject to: (i) printed exceptions normally contained in such title policies where the Property is located; (ii) real estate taxes not yet due and payable for the calendar/fiscal year in which the Closing takes place; (iii) both (a) applicable zoning regulations and ordinances of the city and the county where the Property is located and (b) plats, results of surveys, covenants and restrictions, easements and other similar matters appearing of record, provided none of these items render title unmarketable (hereinafter collectively referred to as the "Permitted Encumbrances").

- B. Escrow Agent will, at Armory Square's cost and expense, obtain a title insurance commitment for both Properties from either First American Title Insurance Company or Commonwealth Land Title Insurance Company in electronic form, together with corresponding easements, surveys and other encumbrances of record and shall provide copies of the same to the parties. Each party shall, within 30 days after receipt of a title report from Escrow Agent, notify the other party in writing of any objections to any exception (other than customary exceptions), deficiency or matter disclosed by the title report. Subject to Section 5 below, the owner of the Property with respect to which a defect was noted shall have a reasonable period of time, not to exceed fifteen (15) days, within which it may remedy or decline to remedy any defect in title, and for such purpose, anything herein to the contrary notwithstanding, shall be entitled to one or more reasonable adjournments of Closing for purposes of curing such defect(s) as the parties may agree.
- C. If a party shall be unable to convey title subject to and in accordance with the terms of this Agreement, or if at the time of Closing either Property does not conform with the provisions hereof, then the owner of said Property shall use reasonable efforts to remove any defects in title, or to deliver possession as herein provided or to make the said Property conform to the provisions hereof, as the case may be, in which event, and thereupon the date of Closing shall be extended for a period of thirty (30) days. In no event shall "reasonable efforts" require any owner of a Property to expend more than \$20,000.00, exclusive of any monetary liens or judgments, to cure any title defects. Notwithstanding the foregoing, the owner of a Property shall be obligated to satisfy all monetary liens, liquidated liens and judgments at Closing provided the same are not due to any act or omission of the other party. If, at the expiration of the extended time for performance, if any, as mentioned above, the owner of the Property shall have failed to remove any defects in title, deliver possession or make the Property conform, as the case may be, all as herein agreed, then the other party may elect to terminate this Agreement and Armory Square shall receive a refund of the Deposit, and upon making such refund, this Agreement shall wholly cease and terminate and neither party shall have any further claims against the other by reason of this Agreement. Any party to whom a Property is being conveyed may nevertheless accept such title as the grantor may be able to convey, without reduction of the Purchase Price or adjustment of the value of the Fox Run Property, and without any credit or allowance against the same, and without any liability on the part of grantor of such Property. A party may, at the time of Closing, use the purchase proceeds or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with local conveyancing practices.

**6. PURCHASER'S INSPECTION.**

- A. Within ten (10) business days following, the execution and delivery of this Agreement, County Commissioners shall provide Armory Square with the following information with respect to the County Commissioners Property which may be in its possession: copies of existing title insurance



policies, title certifications, or title reports on the County Commissioners Property together with copies of all documents and plans referred to therein, roof and mechanical reports, drainage and stormwater engineering reports and any existing leases and service contracts, environmental reports and test results, site plans and record plats. On the date that County Commissioners has delivered all such information in its possession to Armory Square, County Commissioners shall contemporaneously notify Armory Square in writing that all information in its possession has been provided to Armory Square, which shall be deemed the "County Commissioners Information Delivery Date"). County Commissioners acknowledge that Fox Run previously provided such information to County Commissioners with respect to the Fox Run Property pursuant to the Prior Fox Run Property Contract. The information provided by County Commissioners pursuant to this subsection and the information previously provided by Fox Run shall be deemed the "Existing Reports". The party providing the Existing Reports shall not be deemed to have made any representation or warranty with respect to the accuracy or completeness of the Existing Reports, or, except as otherwise expressly provided in this Agreement, with respect to any other information heretofore or hereafter delivered to other party, by virtue of the party's (or any agent or representative of the party's) delivery of such information to the other party, or otherwise, and the party receiving such information will review and rely exclusively on its own review of all information delivered to it.

- B. County Commissioners and its agents shall have access to the Fox Run Property, and Armory Square shall have access to the County Commissioners Property during the term of this Agreement to make such investigations as they deem necessary and appropriate, including surveying each Property. Notwithstanding anything to the contrary herein, (i) the party making such entries shall not conduct or allow any physically intrusive testing, boring, sampling or removal of, on or under any portion of the Property without first obtaining the owner's prior consent, not to be unreasonably withheld, (ii) all of owner's standard safety regulations shall be followed by any persons entering onto the Property, and (iii) the party making entry shall provide reasonable advance notice to the owner prior to any access onto the Property so that a representative for the owner may, at the owner's option, accompany the party making entry and/or its agents during such access. The party making entry agrees that in the exercise of the right of access granted hereby, it will not interfere in any material respect with or permit interference in any material respect with the quiet enjoyment and business operations within the Property. All inspection work shall be done at the sole cost and expense of the party making entry, and party making entry agrees to take commercially reasonable steps to keep the Property free from any liens arising out of any inspection of the Property. If any such lien shall be filed at any time, the party making entry shall cause the same to be discharged of record within twenty (20) days of the party's knowledge of the existence thereof. The party making entry shall perform all inspections and tests of the Property in a manner reasonably designed to avoid any damage, loss, cost or expense to or claims against the owner of the Property or the Property, and the party making entry shall, at its expense, promptly repair any damage to the Property caused by the inspections or testing to substantially the condition existing prior to the inspection or testing. The party making entry shall indemnify and hold the owner of the Property harmless from and against any loss, claim, damage, expense, fee, and/or attorney fee incurred in negotiation, defense and/or settlement of any claim or injury caused by the investigations save and except all costs and expenses that may be incurred should the owner of the Property being required to comply with environmental laws, regulations or orders.



- C. Armory Square may terminate the Agreement by written notice to County Commissioners and to Escrow Agent at any time before the end of that date which is sixty (60) days from the County Commissioners Information Delivery Date (the "Inspections Period") if Armory Square is not satisfied with the results of the party's investigations, or with the information contained in the Existing Reports. In such event, the Deposit shall be returned to Armory Square and the parties shall have no further obligations to each other except as specifically set forth in the Agreement. If Armory Square fails to provide such notice prior to the expiration of the Inspections Period, then Armory Square shall have waived the contingency set forth in this Section 6.C.
- D. If for any reason the parties should not proceed to Closing, the Existing Reports and all other materials prepared for the party conducting the investigations or gathered by a party (including by way of illustration and not limitation) surveys, topo, storm water studies, site documents, engineering analysis and title reports shall be returned to or furnished to the other party and shall become the property of the other party and may thereafter be used by the other party. Specifically excluded from the foregoing is any proprietary or trade information such as (by way of illustration and not limitation) marketing studies, marketing analysis and similar materials.

**7. CONTINGENCIES.**

- A. Except as otherwise provided in this Agreement, the parties acknowledge and agree that there are no other contingencies to County Commissioners' obligation to purchase the Fox Run Property, except the following: (i) title to the Fox Run Property being as set forth in Section 5; and (ii) the contemporaneous closing on the County Commissioners Property by Armory Square.
- B. Except as otherwise provided in this Agreement, the parties acknowledge and agree that there are no other contingencies to Armory Square's obligation to purchase the County Commissioners Property, except the following: (i) Armory Square not terminating the Agreement pursuant to Section 6.C. or Section 8; (ii) title to the County Commissioners Property being as set forth in Section 5; and (iii) the contemporaneous closing on the Fox Run Property by County Commissioners.

8. **APPROVALS.** Closing on the purchase of the County Commissioners Property shall be contingent upon Armory Square obtaining the unappealable approvals of its final site development plan, recordation of any applicable subdivision plats, and any other permits or approvals, including by way of illustration and not limitation, approvals from any applicable State agencies, such as the Maryland State Highway Administration ("SHA"), as may be needed for the development of the County Commissioners Property for Armory's Square's intended use (the "Intended Use"), including all details, sheets and elements required under applicable laws, ordinances and regulations in order to obtain a building permit for the Intended Use, all upon terms and conditions satisfactory to Armory Square in the exercise of its sole and absolute discretion, which shall include by illustration and not limitation: SHA approval for a traffic signal at the new entrance off of Routes 2/4 into Armory Square; SHA Approval of the ingress and egress from and onto Dares Beach Road into Armory Square; and SHA approval for modifications to the stormwater management facilities located at both the North and South sides of Dares Beach Road to accommodate the stormwater of Armory Square (the "Final Site Plan Approval"). Provided that this Agreement has not been terminated pursuant to other provisions set forth herein, then Armory Square will use commercially reasonable efforts to obtain the Final Site Plan Approval. Armory Square will have the right, at its option, but not the obligation, to appeal any denial of any approvals. Armory Square shall be entitled to make such applications and



take such actions with respect to the County Commissioners Property as may be required to allow Armory Square to obtain said Final Site Plan Approval, provided that the same shall not result in any liability or material obligation of County Commissioners. County Commissioners, solely in its capacity as an owner of the County Commissioners Property, agrees to act as a co-applicant for such approvals, and will provide such signatures, consents and authorizations to Armory Square for all applications and documentation in a commercially reasonable manner as may be required to allow Armory Square to apply, process and secure the Final Site Plan Approval as reasonably required by the Applicant in the normal and customary pursuit of the Final Site Plan Approval, provided, however, that it is expressly understood and agreed that Armory Square shall be required to comply with all laws, ordinances and regulations and processes as would be required of any person seeking Final Site Plan Approval and nothing herein shall be construed as requiring the County Commissioners to waive the application of any such laws, ordinance or regulations and processes as normally required. Any expenses incurred in connection with applying for and obtaining the Final Site Plan Approval will be paid by Armory Square. In the event that prior to the latest Closing date allowed pursuant to this Agreement, Armory Square determines in its sole and absolute discretion that it will not be able to obtain Final Site Plan Approval within a time period and cost, and such other terms acceptable to Armory Square then Armory Square shall have the right to declare this Agreement null and void, in which event the Deposit shall be refunded to Armory Square and the parties shall have no further liability to each other except for those obligations which are intended to survive termination of this Agreement.

**9. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION.**

- A. Fox Run represents and warrants to County Commissioners that based on the actual knowledge of Fox Run, without any independent investigation, that Fox Run:
- i. is the sole legal and equitable owners of record and in fact, and owns good and marketable absolute fee simple title to the Fox Run Property, free and clear of any and all liens, defects, encumbrances, lease, occupancies, easements, rights-of-way, covenants, conditions, limitations, sections, and other matters whatsoever except for those matters subject to State and local laws, ordinances and regulations, easements and rights-of-way of record and the lien of real estate taxes not yet due and payable;
  - ii. has full authority and power to convey such title to the Fox Run Property to County Commissioners without the consent of any person or entity;
  - iii. has authorized the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby;
  - iv. to Fox Run's best information and knowledge, the Fox Run Property has never been used for the manufacture, productions, storage, shipment or disposal of environmentally hazardous materials of any nature at any time and is in compliance with all environmental requirements;
  - v. the Fox Run Property nor any portion thereof has not been committed or dedicated to Calvert County or their governing agencies for any use;
  - vi. At the time of the acceptance of this contract by Fox Run, there are no other executed contracts of sale for the Fox Run Property; and

- vii. There is not pending or, to Fox Run's knowledge, threatened, any litigation, proceeding or investigation relating to the Fox Run Property or Fox Run's title thereto. To the best of the knowledge of Fox Run, as of the date of this Agreement and as of the date of Closing, the Fox Run Property (including land, surface water, ground water and improvements) is now and will then be free of all contamination, including (i) any "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by CERCLA, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts" as defined by the Maryland Natural Resources Code, Section 8-411 (a)(3) as amended, or by any regulations promulgated thereunder; (iv) any "hazardous substance" as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in, or under the Fox Run Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.
- B. Effective as of the Closing date, Fox Run shall indemnify and hold harmless County Commissioners from and against any and all claims, damages or liabilities (whether or not caused by negligence), including civil or criminal fines, arising out of or relating to any of the following due to actions of Fox Run upon the Fox Run Property (and provided that the same are not due to the act or omission of County Commissioner): (i) any generation, processing, handling, transportation, storage, treatment or disposal of solid wastes, hazardous materials or hazardous wastes by Fox Run and environmental damage, including but not limited to, any of such activities occurring on any of the assets; (ii) any releases by Fox Run (including but not limited to, any releases as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980), as amended (hereinafter "CERCLA") to the extent occurring or existing prior to Closing, including but not limited to such releases to land, ground water, surface water or into the air.
- C. County Commissioners represents and warrants to Armory Square that based on the actual knowledge of County Commissioners, without any independent investigation, that County Commissioners:
- i. is the sole legal and equitable owner of record and in fact, and owns good and marketable absolute fee simple title to the County Commissioners Property, free and clear of any and all liens, defects, encumbrances, lease, occupancies, easements, rights-of-way, covenants, conditions, limitations, sections, and other matters whatsoever except for those matters subject to State and local laws, ordinances and regulations, easements and rights-of-way of record and the lien of real estate taxes not yet due and payable;
  - ii. has full authority and power to convey such title to the County Commissioners Property to Armory Square without the consent of any person or entity;



- iii. has authorized the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby;
  - iv. to County Commissioners' best information and knowledge, the County Commissioners Property has never been used for the manufacture, productions, storage, shipment or disposal of environmentally hazardous materials of any nature at any time and is in compliance with all environmental requirements;
  - v. the County Commissioners Property nor any portion thereof has not been committed or dedicated to Calvert County or their governing agencies for any use;
  - vi. At the time of the acceptance of this contract by County Commissioners, there are no other executed contracts of sale for the County Commissioners Property; and
  - vii. There is not pending or, to County Commissioners' knowledge, threatened, any litigation, proceeding or investigation relating to the County Commissioners Property or County Commissioners' title thereto. To the best of the knowledge of County Commissioners, as of the date of this Agreement and as of the date of Closing, the County Commissioners Property (including land, surface water, ground water and improvements) is now and will then be free of all contamination, including (i) any "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by CERCLA, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts" as defined by the Maryland Natural Resources Code, Section 8-411 (a)(3) as amended, or by an regulations promulgated thereunder; (iv) any "hazardous substance" as defined by the Maryland Heath Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in, or under the County Commissioners Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.
- D. Effective as of the Closing date, County Commissioners shall indemnify and hold harmless Armory Square from and against any and all claims, damages or liabilities (whether or not caused by negligence), including civil or criminal fines, arising out of or relating to any of the following due to actions of County Commissioners upon the County Commissioners Property (and provided that the same are not due to the act or omission of Armory Square): (i) any generation, processing, handling, transportation, storage, treatment or disposal of solid wastes, hazardous materials or hazardous wastes by County Commissioners and environmental damage, including but not limited to, any of such activities occurring on any of the assets; (ii) any releases by County Commissioners (including but not limited to, any releases as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980), as amended (hereinafter "CERCLA") to the extent occurring or existing prior to Closing, including but not limited to such releases to land, ground water, surface water or into the air.

- E. Armory Square represents and warrants to County Commissioners that: (i) Armory Square has full right and authority to enter into the transaction contemplated hereby on the terms and conditions set forth herein; and (ii) the provisions of this Agreement do not conflict with or violate the provisions of any existing agreements between Armory Square and any third parties.
10. **BROKERAGE.** County Commissioners, Fox Run and Armory Square each represent and warrant to each other that they have not dealt with any brokers in connection with the Properties or this sale, and each party agrees to and shall hold harmless and indemnify the other against any and all damages and expenses which the other might suffer or incur (including attorneys' fees and every other cost) with respect to any breach of these representations and warranties. The provisions of this Section shall survive the Closing.
11. **NOTICES.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by registered mail, postage prepaid, or by a nationally recognized courier that tracks delivery (e.g. FedEx or UPS) and shall be deemed properly delivered (upon proof of delivery or refusal of receipt) if tendered at the following addresses as set forth below of the party intended to be notified or at such other address as either party shall designate by written notice to the other:

**For Armory Square and Fox Run:**

3150 West Ward Road, Suite 401  
Dunkirk, MD 20754  
Attn: C.R. Bailey, Jr. General Manager

**For County Commissioners:**

County Commissioners of Calvert County  
175 Main St.  
Prince Frederick, MD 20678  
Attn: County Administrator

**With a mandatory copy to:**

Director of General Services  
30 Duke St.  
Prince Frederick, MD 20678

12. **CLOSING EXPENSES.** At Closing Armory Square shall pay any Closing fees charged by Escrow Agent for the services of Escrow Agent. County Commissioners shall pay for County Commissioners' owner's title insurance policy, and all document recording costs for the deed of conveyance of the Fox Run Property to County Commissioners. Armory Square shall pay for Armory Square's title insurance policy and all document recording costs for the deed of conveyance of the County Commissioners Property to Armory Square. Each party shall be responsible for their own attorney's fees, if any. County Commissioners shall pay all transfer taxes, documentary stamps or surtaxes, if any, due on the Deeds. All other closing costs for the conveyance of the respective Properties shall be paid by the party as is customary in Calvert County, Maryland.
13. **CLOSING & ADJUSTMENTS.**
- A. The purchase and sale of the Properties ("Closing") will be conducted by the Escrow Agent and will be held by mail, and will occur, subject to all conditions precedent set forth in this Agreement



no later than the earlier of: (i) sixty (60) days after the date of Final Site Plan Approval; or (ii) Four Hundred Fifty (450) days after the Effective Date, or such other time as may be agreed upon by Armory Square and County Commissioners (the "Closing Date"). Notwithstanding the above, in the event that Armory Square, despite its commercially reasonable efforts, is not able to obtain Final Site Plan Approval by Three Hundred Ninety (390) days after the Effective Date, then Armory Square by written notice to County Commissioners shall have the right to extend the Closing Date to a date not later than Six Hundred (600) days after the Effective Date.

- B. Real estate and personal property taxes, assessments and other costs for each Property, shall be prorated as of the date of Closing. In the event the real estate taxes for the year of Closing are unknown, the tax proration will be based upon the taxes for the prior year, and at the request of either party, the taxes for the current year shall be re-prorated and adjusted when the tax bill for the current year is received and the actual amount of taxes is known. The provisions of this Section shall survive the Closing.
- C. At the Closing, each owner of the Properties shall execute and deliver the following: (i) its Deed; (ii) settlement statement providing for the prorations and adjustments required by this Agreement; (iii) an affidavit certifying that the grantor of the deed is not a "foreign person" as defined in Section 1145 of the Internal Revenue Code of 1986, as amended, which shall include the party's Federal tax identification number; (iv) all warranties; and (v) any other closing document that Escrow Agent or the other party may reasonably require to consummate this transaction.
- D. At Closing, Armory Square shall deliver the balance of the Purchase Price; (ii) signed settlement statement providing for the prorations and adjustments required by this Agreement; and (iii) any other closing documents that Escrow Agent or the other party may reasonably require.

#### **14. POSSESSION; INSURANCE; RISK OF LOSS.**

- A. Risk of loss shall remain with the owner of its respective Property until Closing. Each party shall promptly notify the other party of any damage or destruction of all or any part of its Property or any condemnation or taking by eminent domain of any portions of its Property (a "Damage/Condemnation Notice"). A party shall have the right to terminate this Agreement without liability on its part and receive a refund of any Deposit, by so notifying the other party within fifteen (15) days of receipt of a Damage/Condemnation Notice or to proceed with Closing. If a party elects to proceed with Closing, the owner of the Property affected by the damage or condemnation shall assign to the other party the condemnation awards or insurance proceeds payable on account of such condemnation, damage or destruction.
- B. ARMORY SQUARE AND COUNTY COMMISSIONERS AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND THE OTHER DOCUMENTS EXECUTED BY A PARTY AT CLOSING (COLLECTIVELY, "TRANSACTION DOCUMENTS"), THE PROPERTIES SHALL BE SOLD AND THE PARTY SHALL ACCEPT POSSESSION OF THE RESPECTIVE PROPERTY ON THE DATE OF CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE OR ADJUSTMENT OF THE AGREED VALUE OF THE FOX RUN PROPERTY, AND THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY CONVEYING A PROPERTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY, EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS. EACH PARTY SPECIFICALLY



ACKNOWLEDGES THAT, EXCEPT AS REQUIRED BY LAW OR AS EXPRESSLY PROVIDED FOR IN THE TRANSACTION DOCUMENTS, THE PARTY IS NOT RELYING AND SHALL NOT RELY ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM THE OTHER PARTY AS TO ANY MATTERS CONCERNING THE PROPERTIES. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, THE OTHER PARTY SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURE REGARDING ANY MATTER WHICH MAY BE KNOWN TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS OR EMPLOYEES, AND THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY BEING ACQUIRED BY IT AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY ANY PERSON WHOMSOEVER ON THE OTHER PARTY'S BEHALF. EXCEPT AS PROVIDED BY LAW OR AS EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, ANY REPORTS, REPAIRS OR WORK REQUIRED BY A PARTY ARE TO BE THE SOLE RESPONSIBILITY OF PARTY REQUIRING THE SAME AND THAT THERE IS NO OBLIGATION ON THE PART OF A PARTY TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO ITS PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

**15. DEFAULT AND REMEDIES.**

- A. If a party is in default under the terms of this Agreement, or if the party fails to close for any reason, except: (i) due to the other party's default; or (ii) the permitted termination of this Agreement by the party as herein expressly provided, then the non-defaulting party shall be entitled to terminate this Agreement upon written notice to the other party and the non-defaulting party shall be entitled to the Deposit, or in lieu of terminating this Agreement, shall have the right to pursue the remedy of specific performance
- B. In the event of any litigation between the parties with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees from the other party.

**16. GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Maryland, without giving effect to its choice of law provisions. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

**17. FURTHER ACTIONS.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered, each party agrees to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby, including executing and delivering such customary documents as may be reasonably required by a title company or its agent. Otherwise, the acceptance of the Deed by a party shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.

**18. RECORDING.** This Agreement may not be recorded among the land records.

**19. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. A facsimile or other electronic signature shall be deemed to be an original. Offer and acceptance of this Agreement by facsimile shall be binding.



20. **EFFECTIVE DATE.** Whenever the term or phrase "Effective Date" or "date hereof", or other similar phrases describing the date upon which this Agreement becomes binding on the parties, are used in this Agreement, such terms or phrases shall mean and refer to the date of this Agreement.
21. **SURVIVAL.** Except as otherwise specifically set forth in this Agreement, the provisions, covenants and/or representations contained in this Agreement shall survive the Closing and delivery of the Deed.
22. **ENTIRE AGREEMENT.** The foregoing may not be changed or terminated orally. The terms, conditions, agreements, obligations, representations, and indemnities shall apply to and bind the successors and assigns of the respective parties. This Agreement constitutes the entire agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.
23. **LIABILITY OF FIDUCIARY.** If any individual executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the individual so executing shall be personally liable for any obligation, express or implied, hereunder.
24. **CONFIDENTIALITY.** All information and documentation pertaining to the Properties, the transactions contemplated herein, or to the parties, which is not publicly available or required to be disclosed by law, provided by one party to the other or otherwise obtained by either party, shall be treated as confidential information. The parties shall respectively instruct all of its officers, directors, employees, agents, representatives, consultants, advisors and contractors as to the confidential nature of all such information. The provisions of this Section shall survive the termination of this Agreement.
25. **TIME OF THE ESSENCE.** Time is of the essence with respect to each and every term, condition, obligation, covenant or right under this Agreement.
26. **SOVEREIGN IMMUNITY.** By entering into this contract, the County Commissioners and its "employees", as defined in the Local Government Tort Claims Act, §§5-301 *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this contract modifies and/or waives any provision of the Local Government Tort Claims Act.
27. **THIRD PARTY BENEFICIARY.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of each party and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.
28. **NO INDIVIDUAL LIABILITY.** No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.
29. **SUFFICIENT APPROPRIATIONS.** The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

30. **SEVERABILITY**. In the event any portion of this agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the agreement, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in entering into this agreement.

**IN WITNESS HEREOF** each of the parties hereto have caused these presents to be executed in its name and on its behalf by its President, Vice President or Manager by authority duly vested in them, or, if either of the said parties is an individual, a partnership or an unincorporated association, such individual, partner or duly authorized agent of such unincorporated association has hereunto set his or her hand and seal, all done and executed as of the date the last of the parties hereto executes this Agreement, in several counterparts, each of which shall be deemed an original, but all constituting only one Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**



ATTEST:

COUNTY COMMISSIONERS OF CALVERT  
COUNTY, MARYLAND

*Exhibit to Resolution - Not*

By: *Per signature* (SEAL)

Name:

Title:

ATTEST:

*Kimberly Koch*

ARMORY SQUARE LLC

By: *[Signature]* (SEAL)  
C.R. Bailey, Jr., General Manager

ATTEST:

*Kimberly Koch*

FOX RUN PROFESSIONAL CENTER LLC

By: *[Signature]* (SEAL)  
C.R. Bailey, Jr., General Manager

Westmoreland Partners, LLC and Generation Properties LLC are executing this Agreement to indicate their consent to the provisions of Section 2.A.i.

ATTEST:

*[Signature]*

WESTMORELAND PARTNERS, LLC

By: *Howard Biel* (SEAL)  
Howard Biel, Member

ATTEST:

*Kimberly Koch*

GENERATION PROPERTIES LLC

By: *[Signature]* (SEAL)  
Eric A. Bailey, Member

BK0060PG0369

BK0060PG0133

**CONTRACT EXHIBIT A**  
**LEGAL DESCRIPTION OF FOX RUN PROPERTY**

That parcel assessed by the Maryland State Department of Assessments and Taxation as Tax Account No. 05-02-135914, Tax Map 24, Grid 3, Parcel 769, with a premises address of Steeple Chase Dr., Prince Frederick, Maryland 20678, containing 32,876 square feet, more or less, and more specifically described as "Non-buildable Parcel A" on a plat prepared by R.A. Barrett & Associates, Inc. dated February 18, 2004 and recorded among the Land Records of Calvert County, Maryland at Plat Liber K.P.S. No. 2, Folio 141 and being part of the property described in a deed from Philip T. Goldstein, Louisa H. Goldstein and Margaret Goldstein Janney to Fox Run Professional Center, LLC dated December 18, 2002, recorded among the Land Records of Calvert County, Maryland at Liber K.P.S. No. 1728, Page 591. The parcel is shown as the adjoiner "Parcel 769 Non-Buildable Parcel A-Fox Run Professional Center" on **Exhibit C** attached hereto



**CONTRACT EXHIBIT B**  
**LEGAL DESCRIPTION OF COUNTY COMMISSIONERS PROPERTY**

1. That parcel assessed by the Maryland State Department of Assessments and Taxation as Tax Account No. 05-02-0118483, Tax Map 24, Grid 10, Parcel 715, with a premises address of 170 Armory Road, Prince Frederick, Maryland 20678, containing 1.80 acres, more or less, and more specifically described as Outlot "A" on a plat prepared by RDA Engineers dated June, 1997 and recorded among the Land Records of Calvert County, Maryland at Liber A.B.E. 967, folio 404, and being the tract numbered 6 in a deed from The Board of Education of Calvert County, Maryland to the Board of County Commissioners for Calvert County, Maryland dated June 6, 2011, recorded among the Land Records of Calvert County, Maryland at Book No. 3728, Page 163. The parcel is described as "Parcel 715-Board of County Commissioners for Calvert County, Maryland" on **Exhibit C** attached hereto.

2. That parcel assessed by the Maryland State Department of Assessments and Taxation as Tax Account No. 05-02-035499, Tax Map 24, Grid 10, Parcel 477, with a premises address of 435 N Solomons Island Road, Prince Frederick, Maryland 20678, containing 10.76 acres, more or less, being part of that property conveyed from The Board of Education of Calvert County, Maryland to the Board of County Commissioners for Calvert County, Maryland by deed dated June 6, 2011 and recorded among the Land Records of Calvert County, Maryland at Book No. 3728, Page 163 including property conveyed by the Board of County Commissioners for Calvert County, Maryland to the State of Maryland by deed dated May 21, 2019 and recorded among the Land Records of Calvert County, Maryland at Book No. 5364, Page 0006. The parcel is described as "Parcel 477-Board of County Commissioners for Calvert County, Maryland" on **Exhibit C** attached hereto.

